

AGREEMENT

BETWEEN

**KELLOGG BRUSH/
WRIGHT-BERNET, INC.**

AND

**GLASS, MOLDERS,
POTTERY, PLASTICS &
ALLIED WORKERS
INTERNATIONAL UNION**

AND

ITS LOCAL UNION NO. 41

Effective February 5, 1997
through February 4, 2002



EXHIBIT

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AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between the Glass, Molders, Pottery, Plastics & Allied Workers Union, AFL-CIO and its Local Union No. 41, hereinafter jointly referred to as the "Union", and Kellogg Brush/Wright-Bernet, Inc., 3001 Symmes Road, Hamilton, Ohio, hereinafter referred to as the "Company".

ARTICLE 1 - DEFINITION OF EMPLOYEE

1.1 Definition The term "employee" as used in this Agreement shall mean all production and maintenance employees, including shipping and receiving employees, employed by the Company in its plant at 3001 Symmes Road, Hamilton, Ohio, but excluding all office clerical employees, and all guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended, constituting the bargaining unit as certified by the National Labor Relations Board in Case No. 9-RM-570 on September 5, 1969.

1.2 Temporary Employees The Company agrees that it will limit the use of any temporary production labor (individual) up to a maximum of nine (9) working weeks. At the end of the nine (9) weeks or sooner, the Company may, or may not, elect to hire the individual as a probationary employee. This clause shall not restrict the Company from recalling a temporary worker for not to exceed up to nine (9) additional weeks, provided at least four (4) weeks has elapsed since such worker performed bargaining unit work, and provided further than no bargaining unit employee of the Company is laid off at the time of the recall of the temporary worker.

ARTICLE 2 - RECOGNITION

2.1 The Company hereby recognizes the Union as the sole and exclusive labor organization representing the employees as defined in Article 1.

ARTICLE 3 - PROBATIONARY EMPLOYEES

3.1 Probationary Period All new employees shall serve a probationary period of thirty (30) days worked before receiving a seniority status. If employees are retained beyond their probationary period, their seniority shall date back to their most recent date of hire, and they shall be entered on the seniority list accordingly.

3.2 Discharge During Probation Notwithstanding any other provision of this Agreement to the contrary, all new employees shall be subject to discharge, in the sole and exclusive discretion of the Company, for one hundred twenty (120) calendar days after date of hire and if any such employee is discharged neither the employee nor the Union shall have the right to challenge the discharge under the grievance and arbitration procedure of Article 12.

3.3 Rehire The Company will in the event of rehiring any employee discharged under the provisions of this Article, count any prior time served against the one hundred twenty (120) day requirement. The employee's seniority date will be the date of most recent hire plus the time accumulated prior to his discharge.

3.4 Temporary Employees In the case where an individual(s) has been converted from a temporary labor service, the individual shall be required to complete a probationary period as set forth in Sections 3.1 and 3.2 of this Article as measured from his or her date of conversion to a Company employee.

ARTICLE 4 - NO DISCRIMINATION

4.1 The Company and the Union agree that the provi

sions of this Agreement shall continue to be applied in accordance with all applicable state and federal law to all employees without regard to race, color, religion, creed, sex, age, handicap/disability or national origin. Additionally, nothing in this agreement shall restrict any right afforded to any employee under the American with Disabilities Act of 1990 (ADA).

ARTICLE 5 - MANAGEMENT

5.1 Rights of Management The Union recognizes that all rights, powers or responsibilities of the Company existing before the execution of this Agreement are retained by the Company and that these rights, powers and responsibilities shall belong solely and exclusively to the Company during the term of this Agreement, including, without limitation of the generality of the foregoing, the right to manage the Company's business and property and to direct the working force, the right to hire, promote and demote employees, the right to maintain order, economy and efficiency, the right to extend, maintain, curtail or terminate the business or operations of the Company, to determine the size and location of the Company's plants or operations, the right to subcontract work, the right to assign work, the right to determine production schedules, methods, processes, means of manufacture and material and equipment to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create new jobs and increase or decrease the number of jobs and the number of employees holding any job, the right to transfer employees, the right to discipline, suspend and discharge employees for just cause and to lay off for lack of work or other legitimate reasons and to recall employees, the right to determine the number and starting times of shifts, the number of hours and days of work in the work week, the hours of work in a work day, and the number and ability of persons to be actively employed by the Company at any time and on any job, the

right to require employees to observe rules and regulations issued by the Company, the right to institute new rules and regulations and change existing rules and regulations during the term of this Agreement, provided the new rules and regulations and the changes are reasonable, the right to determine the products to be manufactured and to set work and production standards and quotas and to maintain performance records for all jobs and employees.

5.2 Not Subject to Grievance/Arbitration The exercise by the Company of any of the rights, powers or responsibilities defined in Section 5.1, except those specifically modified by this Agreement, shall not be subject to the grievance and arbitration procedure set forth in Article 12.

5.3 Absence-Tardiness Rule Change Before the Company changes the Absentee and Tardiness Rules and Penalties during the term of this Agreement, it will first give the Union the opportunity to review and discuss the changes with the Company before the changes are made effective and no change shall be made effective retroactive.

ARTICLE 6 - UNION SHOP

6.1 Membership All employees within the meaning of Article 1 hereof shall, as a condition of employment, become and remain members of the Union in good standing thirty (30) calendar days after the beginning of their employment or the effective date of this Agreement, whichever is later.

6.2 Good Standing "Good standing" as used in this Article is defined to mean only the tender of payment of the regular monthly Union dues and the regular initiation fee uniformly required by the Union.

ARTICLE 7 - CHECK-OFF UNION DUES

7.1 Deduction of Dues The Company agrees, upon voluntary written authorization by an employee on a form as set forth in Appendix "E" of this Agreement, and subject

to the terms of such form, to deduct from such employee's pay on the first pay day of each month the regular monthly membership dues of the Union, and further agrees within ten (10) calendar days thereafter to promptly remit such dues, together with a list of the names of employees whose dues have been so deducted, to the Union. On the first pay day of the month following receipt by the Company of such written authorization, the Company agrees to also deduct from such employee's pay the regular initiation fee uniformly required by the Union, if any, and to remit such initiation fee to the Union in the same manner as the dues deductions.

7.2 Indemnification The Union agrees to indemnify and save the Company harmless against any and all claims, suits, demands, damages, or other forms of liability arising out of or in the course of complying with the provisions of this Article.

7.3 Computation of Dues for Checkoff The Company shall be obligated under this Article to deduct regular monthly Union dues only to the extent that such dues constitute a flat uniform amount of monthly dues which shall be the same for each employee who desires to have dues deducted. The Company shall not be obligated to compute or deduct Union dues based upon any percentage of earnings formula, the employee's hourly wage rate or any other graduated methods of computation and deduction.

ARTICLE 8 - UNION SHOP COMMITTEE

8.1 Composition The Union will be represented in the plant by a Shop Committee composed of no more than six (6) employees who are selected by the Union from the bargaining unit to serve as the Union Shop Committee. The Local Union President shall be one (1) member of the Committee and Chairman. The Union will select the Shop Committee so that at least one (1) member of the Committee is on each shift.

8.2 Notice to Company The Union shall inform the Company in writing of the names of employees selected to

serve as members of the Shop Committee and will inform the Company in writing of any change in designation of said employees. The Company shall not be obligated to recognize any member of the Shop Committee until the Company receives written notice from the Union.

ARTICLE 9 - UNION BUSINESS

9.1 Conducting Union Business The Union agrees that neither it nor its officers, agents or members will solicit employees for membership or conduct any other Union business or activity during working time.

ARTICLE 10 - BULLETIN BOARD

10.1 Union Notices The Company will provide space on the plant bulletin board upon which the Union may post notices limited to notices of Union meetings, notices of Union elections and the results thereof, notices of Union appointments, and such other official Union notices not of a political, economic or social persuasion. Such notices shall be signed by a member of the Shop Committee and a copy submitted to the Company for approval prior to posting.

10.2 Effect of Notices Any notice from the Company or the Union posted on the bulletin board shall have the effect of official notification to all employees when the signature of a Company or Union officer is affixed thereto.

ARTICLE 11 - WORK STOPPAGES

11.1 No Strike (Union) The Union agrees that, during the term of this Agreement, neither it nor its officers, agents or representatives will authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, picketing or bannering, boycott, or any other action which may interrupt or interfere with the operations of the Company.

11.2 No Strike (Employee) No employee, during the term of this Agreement, shall authorize, cause, instigate, condone, engage or participate in any work stoppage, sit-down, strike, slowdown, picketing or bannering, boycott, or any other action which may interrupt or interfere with the operations of the Company.

11.3 Violation of No Strike In the event of any violation of Sections 11.1 or 11.2, the Union agrees that, upon notification by the Company to it of the existence of such violation, it will take immediate affirmative steps with the employees involved (such as letters, bulletins, telephone calls, telegrams, employee meetings and announcements) to bring about an immediate resumption of work. The Union shall keep the Company currently advised of all action which it is taking to comply with its obligation as set forth in this Section. The Union, its officers, agents, representatives and members of the Company shall not remove or participate in the removal to federal court of any proceeding instituted by the Company or the Union in state court for the purpose of bringing an end to any alleged violation of this Article.

11.4 Discipline In the event of a violation of this Article, whether authorized or unauthorized, the Company may discharge or otherwise discipline any employee (whether individually or in a group) who has violated this Article. In such event, an employee who has been discharged or otherwise disciplined may file a grievance under the grievance provisions of this Agreement. If the grievance is not resolved in the grievance procedure, it may be submitted to arbitration; provided however, that the arbitrator's decision shall be limited to the question of whether or not the aggrieved employee violated the provisions of this Article, and he/she shall have no authority to modify the disciplinary action unless it is found that the employee in fact did not violate any of the provisions of this Article.

11.5 No Negotiation Should there be a violation of this Article, there shall be no discussion or negotiation regarding the difference or dispute during the existence of

such violation or before normal work has been resumed, except my mutual agreement of the parties hereto.

11.6 No Lockout The Company will not lock out employees during the term of this Agreement.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Definition A grievance is defined as a dispute an employee or the Union may have with the Company relating only to the interpretation, application or alleged violation of the express terms of this Agreement. An earnest effort shall be made to adjust grievances promptly.

12.2 FIRST STEP An employee or the Union who claims a grievance shall, within four (4) working days after the event has occurred giving rise to the grievance, first discuss the matter with the employee's immediate Supervisor and endeavor to arrive at a satisfactory adjustment of same. He/she may, if they so desire, have his/her shop steward appear with him/her.

12.3 SECOND STEP If the grievance is not settled in the first step above, the employee or Union who claims a grievance shall submit the grievance in writing, on forms provided by the Union, signed and dated, to the Plant Superintendent or his/her designated representative. The grievance shall state the alleged cause of the grievance, the major provisions of this Agreement claimed to be violated and the remedy requested. A Shop Committeeperson may assist an employee in presenting a grievance if the employee requests assistance. The Plant Superintendent or his/her designated representative shall give his/her answer in writing to the grievant within three (3) working days after receipt of the grievance.

12.4 THIRD STEP If the grievance is not settled in the second step above, the written grievance may be presented by the employee or the Union to the Company within five (5) working days after the receipt of the second step answer. A Shop Committeeperson may assist an employee

in presenting a grievance at the third step if the employee requests assistance. Within five (5) working days after receipt of the written grievance a meeting shall be held to discuss the grievance between the Company's President or his/her designated representative and any other Company representatives the Company desires to be present, the grievant, any employee witnesses the Company or Union desire to be present, the Union's Shop Committee, and any International Representative of the International Union the Union may desire to have present. Within five (5) working days after the close of the meeting at which the grievance was discussed the Company shall give its answer in writing to the grievant, Shop Committeepeople and International Representative who was present at the meeting.

12.5 FOURTH STEP If the grievance is not settled in the third step above, the Union may submit the grievance to Arbitration by serving written notice of intent to arbitrate on the Company within eight (8) working days from the date of the Company's third step answer. All grievances noticed for arbitration shall, unless settled, be heard by an arbitrator.

12.6 Arbitration Simultaneously with the timely serving of written notice of intent to arbitrate on the Company as specified above, the Union shall request the Federal Mediation and Conciliation Service, Washington, D.C., ("FMCS") to submit a list of eleven (11) arbitrators from which the parties will attempt to select an arbitrator. The parties will have ten (10) working days from the date the FMCS sends the list to the parties to select an arbitrator. If no arbitrator is timely selected from the first list, either party may within three (3) working days after expiration of the ten (10) working day period, request a second list of eleven (11) arbitrators, and the parties must select an arbitrator within then (10) working days from the date the FMCS send the second list to the parties. Failure of either party to cooperate in the timely selection of an arbitrator or the failure to timely select an arbitrator within the time periods specified herein, shall mean the grievance shall be considered settled and it shall not be subject to further processing or arbitration. Once

an arbitrator is selected, either party may inform the arbitrator of his selection and request the nearest available hearing dates. Only grievances which involve the interpretation, application or alleged violation of a provision of this Agreement may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement or any other written agreements between the parties, nor shall he/she have any authority to hear or determine any dispute involving the exercise of a management function which is within the authority of the Company as set forth in Article 3. The arbitrator shall have no authority in disciplinary cases to modify the penalty imposed by the Company unless the penalty imposed is so unreasonable or disproportionate to the offense as to shock the conscience of a reasonable arbitrator. Any issue which relates to the jurisdiction or authority of an arbitrator to hear or determine a specific matter may, at the request of either party, be presented to and determined by any court of competent jurisdiction. All decisions made by an arbitrator within his/her authority as defined in this Agreement shall be final and binding on the Company, the Union and the employees covered by this Agreement.

12.7 Time Limits Any grievance which has not been presented under the grievance procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next step of the grievance or arbitration procedure within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

12.8 Cost Sharing Each party shall pay the cost and expenses incurred by it in connection with the arbitration, except that the cost and expenses of the arbitrator and the cost of a hearing room shall be borne equally by the Company and by the Union. Either party may have a court reporter present at any arbitration hearing. The parties shall share the cost if they mutually agree to have a reporter present. If the parties do not so agree, the party desiring the

court reporter shall pay the full cost; provided, however, that if the other party wishes to purchase a copy of the record or review the record, that party shall then be obligated to pay one-half (½) the cost of the court reporter. Either party may request the presence of an employee during the course of an arbitration hearing; provided, however, that the employee's attendance at the hearing shall be at the sole expense of the party making the request.

12.9 Time Limit/Step Waiver All steps and time limits specified in this Article are mandatory and the steps may be waived or the time limits extended or reduced only by written mutual agreement of the Union and the Company.

12.10 Working Time No grievances shall be written, presented, investigated, processed or discussed during working time unless otherwise mutually agreed by the Company and the Union.

12.11 Back Pay The Company shall not be required to make any payment or payments for back pay or other benefits for any period prior to the date on which a written grievance was filed. A claim for back pay by an employee who has been discharged or suspended for disciplinary reasons and who is later reinstated with back pay shall be limited to the amount of straight-time pay which he/she would otherwise have earned from his/her employment with the Company, less any earnings, compensation or benefits received by the employee, which he/she is not required to return, for the period covered by the claim.

12.12 Multiple Grievance Arbitrations An arbitrator may not hear and determine more than one grievance unless the presentation of more than one grievance to his/her is mutually agreed to by the Company and the Union.

ARTICLE 13 - WAGES

13.1 Wage Increase (a) On or about March 3, 1997, the Company shall pay to each employee who is on the payroll on February 4, 1997, the sum of Six hundred dollars

(\$600.00) net of taxes.

(b) Effective February 8, 1999, all employees who have then completed their probationary period shall receive a three percent (3%) wage increase based upon their rate of pay of February 7, 1999. The classification rates set forth in Appendix A shall also be increased by three percent (3%).

(c) Effective February 5, 2001, all employees who have then completed their probationary period shall receive a three (3) percent wage increase based upon their rate of pay of February 4, 2001. The classification rates set forth in Appendix A shall also be increased by three percent (3%).

13.2 New Hires Employees hired after February 5, 1997, will progress in their job classifications in accordance with the schedules set forth in Appendices B, C and D, as applicable.

13.3 Appendix A and Job Class B The straight-time hourly wage rates to be paid to employees in each job classification during the term of this Agreement are set forth in Appendix "A", except the straight-time hourly wage rates paid to employees in Job Classification B as set forth in Appendix A shall be a minimum rate, and employees in Job Classification B may be paid a rate in excess of the minimum rate as determined within the sole and exclusive discretion of the Company.

ARTICLE 14 - SHIFT DIFFERENTIAL

14.1 Second Shift Second shift employees shall receive thirty-five cents (35¢) per hour as shift differential pay in addition to their respective straight-time hourly wage rates. First shift employees who work into the second shift shall not receive any shift differential.

14.2 Third Shift Third shift employees shall receive thirty-five cents (35¢) per hour as shift differential pay in addition to their respective straight-time hourly wage rates. First shift employees who commence work early during the third

shift shall not receive any shift differential pay.

14.3 Shift Differential in Hourly Rate Shift differential pay shall be included in employees' straight time hourly wage rate for overtime pay purposes, premium pay purposes and report-in pay purposes.

14.4 Unpaid Lunch When the Company is operating with three shifts, employees on any shift shall not be entitled to receive a one-half (1/2) hour unpaid lunch period.

ARTICLE 15 - REPORT-IN PAY

15.1 Report-in Pay An employee who, without notice to the contrary, reports for work at the regular starting time, shall be given not less than four (4) hours' work, or in lieu thereof, four (4) hours' pay at his regular straight-time hourly rate, unless the Company is unable to provide work due to weather or other acts of God, power failure, or other situations beyond the control of the Company.

15.2 Notice Not to Report Employees will be considered notified if the Company makes a reasonable effort to provide notices through ordinary means of communication, such as bulletin board notices, telephone calls, telegrams, radio announcements or other means. If communication is to each employee at his/her home, it will be directed to the employee's last address or telephone number given by the employee to the Company.

ARTICLE 16 - VACATION

16.1 Eligibility An employee who has been employed by the Company as of June 1, of any year for the length of time set forth below shall be eligible for paid vacation, provided he or she has worked 1,520 hours during the 52 weeks preceding June 1 of each vacation year. If an employee works between 1,320 hours and 1,520 hours, the employee shall be eligible for pro-rata vacation based upon hours worked vs. 2,080 hours available. An employee who works less than 1,320 hours during the vacation

year shall not be eligible for vacation pay, but may, at the Company's discretion, be granted unpaid vacation leave. Paid time off, including holidays, jury duty, funeral leave and vacation shall be deemed hours worked. Example: assume an employee worked 1,450 hours during the 52 weeks prior to June 1. The employee would be eligible for 70% vacation pay (1,450 divided by 2,080 equals 69.7%, rounded to 70%).

**Length of Service as
of June 1**

**Weeks of
Vacation Benefit**

One year but less than 2 years
Two years but less than 10 years
Ten years but less than 20 years
Twenty years or more

One week
Two weeks
Three weeks
Four weeks

16.2 Vacation Pay Each full week of vacation pay shall be based upon forty (40) hours of pay at the employee's job classification rate as set forth in Appendix A. Employees will be paid vacation pay on the pay day immediately preceding each week or weeks of their vacation period.

16.3 Vacation Bonus Pay Employees shall receive a vacation bonus of forty (40) hours pay at their job classification rate as set forth in Appendix A upon completion of twenty-five (25), thirty (30), thirty-five (35), forty (40), forty-five (45) and (fifty (50) years of continuous service, payable with their fourth (4th) week of vacation pay.

16.4 Vacation Schedule Each January the Company will post the vacation schedule for eligible employees. The Company will allow employees who are eligible for three (3) or more weeks of paid vacation to be off for one (1) week, at a time allowed by the Company, other than normal plant shutdowns, upon written application by an employee at least two (2) weeks prior to the requested week of vacation.

16.5 Holiday During Vacation If the vacation period of any employee includes one or more of the paid holidays

listed in Section 17.1, such employee shall be paid for such holiday or holidays, if eligible, in addition to his or her vacation pay.

16.6 Pay Upon Termination An employee who **retires** will receive vacation pay not yet received if he or she is eligible for additional vacation pay under the provisions of this Article. An employee who **quits** will receive vacation pay not yet received if he or she is eligible for additional vacation pay under the provisions of this Article, and gives two (2) weeks' advance notice of quitting. An employee who is **discharged for cause** shall not receive any vacation pay. No vacation pay will be paid to an employee who terminates prior to the vacation eligibility date of June 1 of any calendar year.

ARTICLE 17 - HOLIDAYS

17.1 Paid Holidays The following days shall be paid holidays for which employees covered by this Agreement shall be paid holiday pay without working:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
1. New Years Day	01/01(Wed)	01/01(Thur)	01/01(Fri)	01/01(Sat)	01/01(Mon)
2. Good Friday	03/28	04/10	04/04	04/23	04/15
3. Memorial Day	05/26	05/25	05/24	05/22	05/28
4. Independence Day	07/04(Fri)	07/04(Sat)	07/04(Sun)	07/04(Tue)	07/04(Wed)
5. Labor Day	09/01	09/07	09/06	09/04	09/03
6. Thanksgiving	11/27	11/26	11/25	11/23	11/22
7. Day after Thanksgiving Day	11/28	11/27	11/26	11/24	11/23
8. Christmas Eve	12/24(Wed)	12/24(Thur)	12/24(Fri)	12/24(Sun)	12/24(Mon)
9. Christmas Day	12/25(Thur)	12/25(Fri)	12/25(Sat)	12/25(Mon)	12/25(Tues)
10. During the years 1997 and 2001 only, an additional holiday designated by the Company.					

17.2 Saturday/Sunday Holidays Holidays, as defined in Section 17.1, falling on Sunday shall be celebrated on the following Monday and those falling on Saturday shall be celebrated the preceding Friday. Holidays falling on all other days of the week shall be celebrated on the day the

holiday falls.

17.3 Holiday Pay Holiday pay shall consist of eight (8) hours pay at the employee's job classification rate as set forth in Appendix A. Employees assigned to the **Molding Department** shall be paid one day's pay for each designated holiday as follows: for a ten (10) hours per day shift, ten (10) hours pay, and for a twelve (12) hours per day shift, twelve (12) hours pay.

17.4 Eligibility In order to be eligible for non-worked holiday pay, an employee must be on the active payroll and must have completed his probationary period as specified in Section 3.1 and must work the entire scheduled work day immediately preceding the holiday or day celebrated as the holiday and the entire scheduled work day immediately following the holiday or day celebrated as the holiday, except if excused for reasons 2 through 6 in the absentee and tardiness rules, provided the excuse is presented to the Company on the scheduled work day for which the excuse is applicable.

17.5 Work on Holiday An employee who works on a holiday as defined in Section 17.1 shall receive holiday pay in addition to double (2X) his straight-time hourly rate for each hour worked on the holiday.

ARTICLE 18- FUNERAL LEAVE

18.1 When death occurs to an employee's spouse, child, mother, father, brother, sister, grandparents or grandchildren, the Company will allow the employee to be absent from work for three (3) consecutive working days, within five (5) calendar days after the date of death, with pay at the employee's straight-time hourly rate (excluding any shift differential or premium pay) for eight (8) hours per day, and when death occurs to an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparents-in-law, the Company will allow the employee to be absent from work for one (1) working day within five (5) calendar days after date of death, provided:

1. The employee will be paid for only those days, if any, on which he or she was otherwise scheduled to work;
2. The employee provides the Company with satisfactory evidence of the date of death, funeral date and relationship of the decedent;
3. The employee has completed his or her probationary period as defined in Section 3.1.

ARTICLE 19- JURY DUTY

19.1 Jury Pay The Company will pay an amount equal to the difference between eight (8) times an employee's straight-time hourly rate (excluding any shift differential or premium pay) and the amount an employee receives as jury fees when the employee is required to serve, and does serve, on any public jury for each day of such jury duty up to a maximum of ten (10) working days per employee in any calendar year; provided the employee is otherwise scheduled to work, and provided such jury duty prevents the employee from performing his regular job during his scheduled hours of work.

19.2 Eligibility In order to receive jury duty pay an employee must have completed his probationary period as defined in Section 3.1.

19.3 Notification In order to receive jury duty pay an employee must notify the Company immediately after he or she has been summoned for jury duty, and must furnish satisfactory evidence to the Company that the jury duty was performed on the days for which payment is claimed with a statement from the Clerk of the Court setting forth the amount of jury fees received for each day.

19.4 Volunteers This Article is not applicable to any employee who volunteers for jury duty without being summoned by the Court.

19.5 Return to Work If the duration of jury duty ceases as much as two (2) hours prior to the end of the employee's regularly scheduled shift, the employee shall report to work for the remainder of the shift.

ARTICLE 20 - HEALTH INSURANCE

20.1 The Company will provide group health insurance as described in the Wright-Bernet, Inc. PPO Health Benefit Plan, Summary Plan Description, or other group insurance with equal benefits to eligible employees covered by this Agreement and their eligible dependents.

20.2 Premium Cost Effective March 1, 1997, until February 28, 1998, the Company shall pay **eighty-three (83) percent** of the cost of the insurance specified in Section 20.1 for each eligible employee and his or her eligible dependents, with the remaining **seventeen (17) percent** to be paid by the employee through a monthly payroll deduction. Effective March 1, 1998, the split shall be **eighty-one (81) percent and nineteen (19) percent**, and effective March 1, 1999, the split shall be **seventy-nine (79) percent and twenty-one (21) percent**. Employees shall be eligible to contribute to the Company's Section 125 Cafeteria Plan to help defray the cost of insurance. The single and family insurance premium shall not exceed \$205.00 and \$506.00 monthly for single and family coverage, respectively, for the period March 1, 1997 through February 28, 1999, for purposes of determining the employees dollar amount of contribution based upon the above percentages. If the premium increases during that period beyond those amounts, the Company shall pay the difference, anything herein to the contrary notwithstanding.

20.3 Change in Carrier The Company may change the insurance carrier during the term of this Agreement; provided, however, that the benefits provided in Section 20.1 will be at least 90% coverage for in network treatment, and at least 70% for out-of-network treatment, and comparable other coverage. The parties agree that the Company may discontinue the indemnity health insurance plan on March 1, 1997. Thereafter, the Company shall offer only the PPO plan currently in effect, subject to right of substitution as provided herein.

20.4 Eligibility An employee's eligibility and his

dependent's eligibility for the benefits of Section 20.1, shall be governed by the terms, conditions and exclusions contained in the insurance policies specified in Section 20.1. If benefits are denied to any employee, his or her dependents or their heirs, executors and assigns by the insurance company, the Company shall not be liable in any way.

20.5 New Hires The Company will make application for a newly hired employee's health insurance coverage after the employee has been employed thirty (30) calendar days. The insurance shall be effective the first of the month following completion of the employee's probationary period as set forth in Section 3.1.

20.6 Absence From Work The Company's obligations under this Article 20 shall cease as to employees laid off for sixty (60) or more consecutive calendar days and employees on leave of absence for sixty (60) or more consecutive calendar days. Employees who require multiple leaves of absence for the same illness or injury must work ten (10) or more work days between each leave before the Company's obligation under this section will apply.

ARTICLE 21 - SICK AND ACCIDENT INSURANCE

21.1 Amount During the term of this Agreement, the Company will provide a nonoccupational weekly indemnity sickness and accident group insurance policy for eligible employees covered by this Agreement. Such policy shall provide a minimum weekly benefit of \$ 180.00 per week for twenty-six weeks effective after the first day of accident and seventh day of illness. Such policy will not cover illness or injury subject to the Workers' Compensation law. **The weekly benefit for employees hired after January 1, 1997 shall be \$150.00 per week for the duration of this Agreement.**

21.2 Premium Cost/Change in Carrier The Company will pay the full cost of the insurance specified in Section 21.1, and may change the insurance company during the term of this Agreement; provided, however, that the benefits provided in Section 21.1 will not be reduced.

21.3 Eligibility An employee's eligibility for the benefits of Section 21.1 shall be governed by the terms, conditions and exclusions contained in the insurance policies specified in Section 21.1. If benefits are denied to any employee, his or her dependents or their heirs, executors and assigns by the insurance company, the Company shall not be liable in any way.

21.4 New Hires The Company will make application for a newly hired employee's insurance coverage under this Article after the employee has been employed thirty (30) calendar days. The insurance shall be effective the first of the month following completion of the employee's probationary period as set forth in Section 3.1.

ARTICLE 22 - GROUP TERM LIFE INSURANCE

22.1 Amount For employees hired after January 1, 1997, when they have completed one year of employment, the Company will provide a group term life insurance policy in the amount of \$5,000; \$10,000 after five years of employment; \$15,000 after ten years of employment and \$20,000 after twenty years of employment. Employees hired prior to January 1, 1997, shall continue to be provided with \$20,000 of life insurance, after they have been employed one year.

22.2 New Hires The Company will make application for a newly hired employee's insurance coverage after the employee has been employed one (1) calendar year.

22.3 Premium Cost/Change of Carrier The Company will pay the full cost of the insurance specified in Section 22.1, and may change the insurance company during the term of this Agreement; provided, however, that the benefits provided in Section 22.1 will not be reduced.

22.4 Eligibility An employee's eligibility for the benefits of Section 22.1, shall be governed by the terms, conditions and exclusions contained in the insurance policies specified in Section 22.1. If benefits are denied to any employee, his or her dependents or their heirs, executors

and assigns by the insurance company, the Company shall not be liable in any way.

22.5 Replacement The group term life insurance benefits shall replace all life insurance benefits previously provided under Article 23 (Profit Sharing Trust Agreement).

ARTICLE 23 - PROFIT SHARING TRUST AGREEMENT

23.1 Applicability The terms, conditions and provisions of the Company's Profit Sharing Trust Agreement shall apply to employees covered by this Agreement.

23.2 Eligibility and Disputes An employee's eligibility for the benefits provided in Section 23.1, and the eligibility of his or her heirs, executors and assigns for the benefits of Section 23.1 shall be governed by the terms, conditions and provisions of the Profit Sharing Trust Agreement. Disputes concerning the Profit Sharing Trust Agreement shall not be submitted under the grievance and arbitration provisions of this Agreement.

23.3 Termination Promptly after ratification and execution of this collective bargaining contract, the Company shall terminate the Profit Sharing Trust and distribute its assets in accordance with the Plan.

ARTICLE 24 - HOURS OF WORK AND OVERTIME

24.1 No Guarantee This Article is intended to provide for basis for calculation of and payment for overtime, and shall not be construed as a guarantee of any hours of work per day or per week, or days of work per week.

24.2 Normal Work Week The normal hours of work will be eight (8) hours per day, exclusive of lunch periods, and forty (40) hours per week, exclusive of lunch periods, unless otherwise scheduled by the Company. The determination of daily and weekly work schedules shall be made by the Company, and such work schedules may be changed by the Company from time to time to suit the fluctuation of pro-

duction and maintenance requirements. The Company shall have the right, in its determination of the daily and weekly work schedules, to reduce, extend, or maintain the hours of work for any employee or employees, and employees shall be required to work as scheduled by the Company except as provided in Section 24.11.

24.3 Working Day (a) Working day is defined as a normal scheduled plant operating day excluding scheduled vacations, holidays, Saturdays and Sundays. However, in the case of the molding department, the Company shall have the right to establish variable work schedules and starting times that may be changed from time to time by the Company.

(b) In the event the molding department work schedule is changed, an advanced notice of two (2) weeks shall be given except in situations due to weather or other acts of God, power failure, or other situations beyond the control of the Company.

24.4 Beginning of Week The normal work week shall begin at the time the employee is scheduled to begin work on Monday.

24.5 Three Shift Work Week When the Company is operating with three (3) shifts, the normal work week shall begin at the time the third shift is scheduled to begin work on Sunday of each work week and the normal work hours for the first shift shall be 7:00 a.m. to 3:00 p.m., the normal work hours for the second shift shall be 3:00 p.m. to 11:00 p.m., and the normal work hours for the third shift shall be 11:00 p.m. to 7:00 a.m., except as may otherwise be scheduled by the Company.

24.6 Daily and Weekly Overtime Time and one-half (1 1/2) an employee's straight time hourly rate shall be paid for all hours worked in excess of (a) eight (8) hours in any one work day and (b) forty (40) hours in any work week; provided however, if an employee absents himself during the work week, then overtime shall only be paid for hours worked in excess of forty (40). Absence during the work week due to jury duty, response to subpoena, paid holiday,

vacation and funeral leave shall not disqualify an employee from receiving overtime pay under (a) above. If an employee is required (mandatory) to work overtime during the first five (5) days of the week, he or she shall be paid for such overtime hours under (a) above, regardless of his attendance during the week. For work on holidays, see Section 17.5.

24.7 Third Shift Overtime/Holiday When the Company is operating with three (3) shifts, third shift employees will not be entitled to time and one-half their straight time hourly rates for Sunday work or double time their straight-time for holiday work when their shift begins on a Sunday or a holiday and ends on the following day or when their shift ends on a holiday and begins on the preceding day.

24.8 Second Shift Overtime Second shift employees shall not receive overtime pay for hours worked on Saturday when the shift commenced work on the preceding Friday or premium pay for Sundays and holidays when the shift commenced work on the preceding day.

24.9 Pyramid Overtime Overtime and premium payments shall not be duplicated or pyramided for the same hours worked under the terms of this Agreement, and to the extent that hours are compensated for at overtime or premium rates under one provision they shall not be counted as hours worked in determining overtime or premium pay under any other provisions of this Agreement.

24.10 Calculation of Hours Worked Time paid for holidays, vacations, funeral leave and jury duty shall be considered as hours worked for the purposes of overtime calculation.

24.11 Overtime Work Assignment All employees shall perform reasonable overtime assignments unless excused from the performance of such work by the Company. When the Company decides that less than all employees within a job classification are needed for Saturday, Sunday or holiday overtime, the Company will offer overtime to the most senior employee or employees

within the job classification who are present and fully qualified to perform the required work, and should the most senior present qualified employee not desire the overtime, the least senior employee or employees within the job classification who are present and fully qualified to perform the required work shall work the overtime. When the Company decides that less than all employees within a job classification on a shift are needed for daily overtime, the Company will offer overtime to the most senior employee or employees within the job classification on a shift who are present and fully qualified to perform the required work, and should the most senior present qualified employee not desire the overtime, the least senior employee or employees within the job classification on a shift who are present and fully qualified to perform the required work shall work the overtime. For purposes of the two preceding sentences, probationary employees as defined in Section 3.1 shall not be considered within a job classification.

24.12 Notice of Overtime No employee will be required to work overtime unless the Company gives a minimum of twenty (20) hours notice of the required overtime, except for daily overtime caused by unforeseen conditions.

24.13 Lunch/Rest Periods The lunch period shall be twenty (20) minutes per day and shall be paid for by the Company. The Company will allot two (2) rest periods per day not to exceed eleven (11) minutes each. In line with the operational requirements, one rest period will be taken during the first half of the employee's shift and the second rest period will be taken during the second half of the employee's shift. Employees will be at their work stations and shall begin work at the start of the work day, the end of the lunch period and the end of each break period or time.

ARTICLE 25 - SENIORITY

25.1 Definition Seniority, for purposes of this Article, is defined as an employee's length of continuous ser-

vice with the Company from the employee's most recent date of hire or, if applicable, as determined in accordance with Section 3.3. If two or more employees are hired on the same day, their seniority order will be determined alphabetically starting with the last name.

25.2 Seniority List The Company will prepare and post a list showing the seniority of all employees, and will revise such list at least once every three (3) months. The Union Shop Committee will be obligated to check the seniority lists and report any error immediately to the Company. If no objection is made within five (5) working days following the date of posting or revision, the seniority of employees as shown on the list shall be deemed correct. The Company will notify the Union Shop Committee of the date of hire of new employees.

25.3 Application of Seniority Seniority shall apply on a plant-wide basis.

25.4 Loss of Seniority An employee's seniority shall be broken and seniority lost for any one of the following reasons:

- a. Voluntary quitting;
- b. Termination or discharge for cause;
- c. Retirement by the Company;
- d. Engaging in employment without Company permission while on leave of absence which shall be considered voluntary quitting;
- e. Layoff for longer than twelve (12) consecutive months or the length of an employee's service at time of layoff, whichever is less;
- f. After layoff, failure to report for work within five (5) working days following the mailing of notice by the Company to report for work;
- g. Obtaining a leave of absence under false representation;
- h. Unexcused absence for a period of three (3) consecutive work days, in which case the employee shall be considered as having quit voluntarily;
- i. Failing to report as scheduled following a vacation or leave of absence without an excuse satisfactory to the

Company, in which case the employee shall be considered as having quit voluntarily;

- j. Failure to request a leave of absence in writing within five (5) working days as required by Section 29. 1 which shall be considered as a voluntary quit.

25.5 Rehire Employees who lose seniority status and are rehired shall be considered new employees and shall be required to serve a new probationary period as specified in Article 3, unless the provisions of Section 3.3 apply.

25.6 Promotion/transfer If any employee is or has been promoted or transferred to a position excluded from the bargaining unit, at any time either before or after the election proceedings in Case 9-RM-570, thus being excluded from the coverage of this Agreement, such employee shall retain seniority, based on his entire length of service with the Company, and in the event of being demoted or transferred into the bargaining unit, he or she shall resume the seniority he or she had prior to his or her promotion or transfer.

25.7 Notice of Layoff Except for temporary lay-offs as defined in Section 25.9, the Company shall give twenty-four (24) hours notice to the Union and employees who are to be laid off.

25.8 Layoff and Recall Plant-wide seniority will be considered in cases of lay-off and recall after lay-off, subject to other provisions of this Article; provided, however, that the following factors shall also be considered and when factors A and B are relatively equal, within the reasonable opinion of the Company, plant-wide seniority shall govern:

A. Physical fitness;

B. Present ability to immediately perform the required work.

25.9 Temporary Layoff/Recall The Company may lay-off or recall employees temporarily without regard to plant-wide seniority, and in such cases the least senior employee within the job classification shall be the first laid off. Temporary lay-offs and recalls shall not exceed one (1) working day in any one (1) calendar month.

ARTICLE 26 - JOB CLASSIFICATIONS, VACANCIES AND NEW POSITIONS

26.1 Job Posting When vacancies occur the Company will post a notice for forty-eight (48) hours (Saturdays, Sundays, and Holidays excluded) announcing the job classification, pay rate, hours of work and general summary of the major duties of the job.

26.2 Selection of Bidder Any employee who signs for a job posting, under this job posting system, will be considered. Seniority and qualifications will be the governing factors and when qualifications are relatively equal, seniority shall apply. The Company may use tests to assist in determining an employee's qualifications. The form, content and administration of such tests shall be at the sole discretion of the Company.

26.3 Trial Period The senior qualified job bidder shall be given a trial period to qualify for the job. He/she shall be given up to twenty (20) days worked to successfully perform the operation. During the trial period the employee shall retain seniority rights in his/her previous job and/or department and should the employee voluntarily desire to return to his or her former position, he/she may do so within ten (10) working days after being placed on the new job. If he or she elects to return to his or her former position it shall be accomplished as soon as practicable but not longer than ten (10) working days after the request is made.

26.4 Disqualification At anytime during the trial period or at the conclusion thereof, the Company may determine that the employee is unable to perform the job at a satisfactory level, and return the employee to his or her former job and/or department. If requested, the Company will inform the Union as to the reason(s) for the disqualification. If at the initial posting of the vacancy, there were two or more qualified bidders, the Company shall select the next senior qualified bidder to fill the vacancy under the procedures of Section 26. 2 and 26.3.

26.5 Extension of Trial Period Upon mutual agreement between the Company and the Union, the trial period may be extended but in no event exceed thirty (30) days worked. All posted jobs will be filled as soon as practicable but not to exceed twenty (20) working days after the posted time period.

26.6 No Eligible Bidders If the job posting(s) are left unsigned or if no one qualifies for the posting, the Company shall be free to fill the vacancy at its discretion.

26.7 Subsequent Bidding If an employee is awarded and accepted on a job posting, the employee may not sign another posting for 6 months. If an employee becomes a top bidder on a job posting and commences a trial period, he/she may not sign another posting for six (6) months.

26.8 Determination of Opening For the purposes of this Article, it is understood that a vacancy in a job classification or a new position in a job classification shall be posted only when the Company desires to fill a job classification vacancy or new position within a classification on a permanent basis.

26.9 Bidding on Job Class B Job classification B will be excluded from the posting procedure. If a permanent vacancy occurs or the Company creates a new additional permanent position in job classification B, the Company may fill the vacancy or position in any suitable manner. Employees in job classifications B or F may be shift rotated by the Company if a particular shift position in these classifications cannot be filled on a voluntary basis.

ARTICLE 27 - BUMPING/SHIFT PREFERENCE

27.1 Reduction in Force Bumping Any non-probationary employee affected by a reduction in the work force must notify the Company in writing of his/her intention to exercise bumping rights within 24 hours of the Company's notice. An employee may bump by plant-wide seniority within his/her own job classification from one shift to another or bump by plant-wide seniority to a lower paying job

classification (not higher or equal) provided the employee has the present ability to immediately perform the required work of the job classification into which he or she is bumping.

- A. If a job classification vacancy is created when an employee bumps, there must be a qualified employee according to the provisions of Article 26 who can and will fill the vacancy. If there is no qualified employee who both can and will fill the vacancy, the original bump will not be permitted until a qualified employee is available.
- B. All bumping changes will only be made at the beginning of a work week - the one following the two week notice period.

27.2 Bumped Employees An employee who is affected by another employee's bump may also bump by plant-wide seniority and the above provisions. Regardless of whether an affected employee stays or bumps out of the job classification the Company placed him in, he or she still retains first right to his original job classification over all employees for that job classification.

27.3 Shift Preference Shift transfer by seniority will be granted once in twelve (12) month period to employees provided a two (2) week notice is given to the Company and provided the employee is presently working in that job classification, including job classification B, and is fully qualified to perform the job without training.

ARTICLE 28 - TEMPORARY TRANSFERS

28.1 Pay on Transfer When an employee is temporarily transferred from one job classification to another job classification, he or she will receive the straight-time hourly rate of the job classification into which he or she was transferred for the actual time worked if the total transfer time is three (3) or more hours per shift. If the total transfer time is less than three (3) hours per shift he or she will receive the straight-time hourly rate of his permanent job classification.

28.2 Selection for Transfer Temporary transfers to work up in a higher paying job classification will be assigned where practicable to the most senior employee in the next lower job classification as ranked by rate of pay on the basis of ability and seniority. An individual already possessing an open bid for that classification as of 1-28-97, will be considered first. Such open bids will remain in effect until 1-28-98. Temporary transfer to work in a lower paying job classification will be given where practicable to the least senior employee in a job classification.

28.3 Job Class B and F This Article shall not apply to transfers between job classifications B and F.

ARTICLE 29 - LEAVES OF ABSENCE

29.1 Notice and Application An employee who is required to be absent from work due to illness, injury or other medical reason shall notify the Company either in writing or by telephone of the reason for such absence. If an employee is required to be absent due to illness, injury or other medical reasons for a period in excess of five (5) working days, the employee shall apply in writing for a leave of absence. A written leave of absence not to exceed thirty (30) calendar days will be granted on request and submission of a statement from a duly licensed physician to the Company that such a leave is necessary. Extensions of such leaves may be granted; provided, however, that the original leave of absence and the extensions cannot exceed a total of one (1) year. An employee who has been absent on medical leave shall present evidence that he or she is physically fit to return to work and perform all the duties of his job classification that he or she performed prior to his or her leave. The Company, at its option, may require the employee to have a physical examination taken prior to return to work.

29.2 Personal Leave A leave of absence for personal reasons not to exceed thirty (30) calendar days shall be

granted by the Company for good cause, provided that the employee's absence will not interfere with the Company's operations. Applications for personal leaves shall be in writing and must be approved by the Company in writing specifying the period of time for which the leave is granted.

29.3 Military Leave The Company agrees to grant military leaves of absence in compliance with all applicable federal and state statutes.

29.4 Pay and Seniority on Leave All leaves of absence shall be without any pay. However, employees on leave of absence shall accumulate seniority during such leave or extension thereof.

29.5 Return to Work If an employee desires to return to work prior to the expiration of his leave of absence or extension thereof, he or she shall give the Company at least twenty-four (24) hours notice before returning to work.

29.6 FMLA The Company agrees to grant leave of absences in compliance with applicable federal law under the Family & Medical Leave Act (FMLA) and in conjunction with company policy.

ARTICLE 30 - HEALTH AND SAFETY

30.1 Company Duty The Company will make every reasonable provision for the health and safety of employees covered by this Agreement.

30.2 Company Equipment The Company will provide all reasonable safety equipment, tools, raincoats, and coveralls required for work performance. The equipment, tools, raincoats and coveralls provided by the Company shall remain the property of the Company, and employees shall be responsible for the safe keeping of all safety equipment, tools, raincoats, and coveralls and may not remove such items from the Company premises.

30.3 Failure to Use Safety Equipment Failure to use safety equipment provided by the Company shall constitute cause for discharge or other disciplinary action.

30.4 Medical Examinations To protect the health and

safety of employees, any job applicant may be required as a condition of employment, to submit to any post-offer medical examination, including x-rays, blood analysis, urinalysis and other testing, as may be required by the Company and the Company shall pay the full cost of any such medical examination, x-ray or testing. A job applicant who refuses to cooperate in any examination, x-ray or testing will not be hired. The results of any examinations, x-rays and tests, and any medical opinions based thereon, may be communicated to the Company or any of its officers, managers or supervisors.

ARTICLE 31 - EMPLOYEE ADDRESSES AND TELEPHONE NUMBERS

31.1 Notice to Company It shall be the responsibility of each employee to supply the Company with his or her current address and telephone number and any changes thereof, on forms supplied by the Company. Notices, including those required by the terms of this Agreement, shall be deemed sufficient if directed by the Company to the employee at the address or telephone number last given by him to the Company.

ARTICLE 32 - MILITARY SERVICE

32.1 Employee Rights The rights of employees entering the Armed Services of the United States shall be governed by applicable federal law.

ARTICLE 33- DURATION

33.1 Term This Agreement shall be in effect from February 5, 1997, through February 4, 2002, and from year to year thereafter unless either party gives written notice to the other of its desire to modify or terminate this Agreement not less than sixty (60) days prior to February 4, 2002, or sixty (60) days prior to February 4 of any subse-

quent year. Receipt of notice shall determine its timeliness. If the initial notice hereunder is to terminate this Agreement, then it shall terminate at 2400 hours on February 4, 2002 or 2400 hours on February 4 of any subsequent year. If the initial written notice is to modify this Agreement, then this Agreement shall continue in full force and effect until a new agreement is reached or until either party gives the other a thirty (30) day written notice of termination, in which event the Agreement shall terminate thirty (30) days after receipt of such notice, but in no event prior to February 4, 2002, or February 4 of any subsequent year.

33.2 Amendment This Agreement may not be amended or modified except in writing signed by the Company and the Union.

33.3 Duty to Bargain/Zipper Clause The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties further agree that this instrument represents the complete Agreement between the parties.


33.4 After Termination When this Agreement or any renewal thereof terminates as provided, all rights, duties and obligations created thereunder shall also immediately

terminate, and none of the terms and conditions contained herein transfer to or vest in any individual employees during or after the term of this Agreement.

33.5 Severability Should any part hereof or any provision herein contained be rendered or declared illegal, or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized government agency, including the National Labor Relations Board, said invalidation shall not affect the remaining portions hereof.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals this ____ day of March, 1997.


GLASS, MOLDERS, POTTERY, PLASTICS &
ALLIED WORKERS INTERNATIONAL UNION

By 
LLOYD L. NOLAN, Executive Officer

LOCAL NO. 41

By 
DWAYNE ALLEN, President

By 
DENNIS ALLEN, Vice President

By 
MICHAEL S. HALL, Rec. Secy.

KELLOGG BRUSH/WRIGHT-BERNET, INC.

By Michael J. Rau
MICHAEL RAU, Plant Manager

By Robert T. Rosenfeld
ROBERT T. ROSENFELD, ESQ.

APPENDIX A

<u>2/4/97</u>	<u>1998</u>	<u>2/8/99</u>	<u>2000</u>	<u>2/5/01</u>
12.00	12.00	12.36	12.36	12.73

Job Classification B

Machinery Maintenance
 Setups, Changes and Trouble
 Machine Shop
 Mold Setup, Mold Technician

9.50	9.50	9.79	9.79	10.08
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Job Classification E

Material Supply Clerks
 Raw Materials, Label Printing
 Mattec Coordinating

<u>2/4/97</u>	<u>1998</u>	<u>2/8/99</u>	<u>2000</u>	<u>2/5/01</u>
9.50	9.50	9.79	9.79	10.08

Job Classification F

Maintenance Training, Machine
Repair and Maintenance, Oiling
and Lubrication, Clean Machine

9.50	9.50	9.79	9.79	10.08
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Job Classification G

Staple-set Operators,
Roofer - Make and Assemble

9.50	9.50	9.79	9.79	10.08
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Job Classification I

Shipping Clerk, Receiving Clerk
Fort Lift Operator

<u>2/4/97</u>	<u>1998</u>	<u>2/8/99</u>	<u>2000</u>	<u>2/5/01</u>
7.25	7.25	7.47	7.47	7.69

Job Classification I

Order Picking,
Molding Machine Tender
Wire Twisting
Auto Bagging,
Packing and Utility Jobs
Brush and Broom Mending
Stapling and Assembling Handles
Stickgood assembling (mops,
brooms, deals), Sawing, Handling,
Nailing, Fusing, Gluing, Carding,
Labeling
and Other Comparable Jobs

Group Leaders, designated by the Company may earn up to \$1.00 per hour above their base classification rate for all hours worked as a lead person. The lead person's role is that of an advisor and job coordinator, not that of a supervisor or manager.

APPENDIX B

New employees hired after February 4, 1997 and before February 8, 1999, will start and progress at the new wage and time schedule as indicated below:

	<u>E</u>	<u>F</u>	<u>G</u>	<u>I</u>	<u>I</u>
Start	8.50	8.50	8.50	8.50	7.00
90 days	8.75	8.75	8.75	8.75	7.25
180 days	9.00	9.00	9.00	9.00	7.25
270	9.25	9.25	9.25	9.25	7.25
1 year	9.50	9.50	9.50	9.50	7.25

APPENDIX C

New employees hired after February 7, 1999 and before February 5, 2001, will start and progress at the new wage and time schedule as indicated below:

	<u>E</u>	<u>F</u>	<u>G</u>	<u>I</u>	<u>I</u>
Start	8.50	8.50	8.50	8.50	7.00
90 days	8.80	8.80	8.80	8.80	7.47
180 days	9.10	9.10	9.10	9.10	7.47
270	9.45	9.45	9.45	9.45	7.47
1 year	9.79	9.79	9.79	9.79	7.47

APPENDIX D

New employees hired after February 4, 2001, will start and progress at the new wage and time schedule as indicated below:

	<u>E</u>	<u>F</u>	<u>G</u>	<u>I</u>	<u>J</u>
Start	8.50	8.50	8.50	8.50	7.00
90 days	8.85	8.85	8.85	8.85	7.69
180 days	9.25	9.25	9.25	9.25	7.69
270	9.65	9.65	9.65	9.65	7.69
1 year	10.08	10.08	10.08	10.08	7.69

APPENDIX "C" - CHECK-OFF FORM

_____, 19 ____ DATE

I, the undersigned employee of Wright-Bernet, Inc., voluntarily authorize and request Wright-Bernet, Inc., to deduct from wages due me once each month all union dues and the initiation fee as certified to Wright-Bernet, Inc. in writing by the Coopers' International Union of North America, AFL-CIO and its Amalgamated Local No. 41 and to pay such amounts to the Financial Secretary of Amalgamated Local No. 41 or such other union official as the Coopers' International Union of North America, AFL-CIO shall authorize to receive such sums.

This authorization shall be irrevocable for a period of one year from the date hereof or the termination date of the applicable collective bargaining agreement, whichever occurs sooner, and shall remain in effect and be automatically renewed for periods of one year unless revoked by me by giving notice in writing to Wright-Bernet, Inc. not more than twenty (20) days or less than ten (10) days before expiration of the one year period or of the applicable agreement, whichever occurs sooner, of my desire that the authorization be revoked.

Signature

Printed Name of Employee

Witness

Clock No.

Social Security Number